

Please Note: The Council Meeting will be conducted at Rolla City Hall. Citizens are encouraged to watch the proceedings live on the City of Rolla, Missouri YouTube page at https://www.youtube.com/@City_of_Rolla/streams

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, March 16, 2026;
Council Chambers, 6:30 pm
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits

COUNCIL ROLL: Vacancy, AUGUST ROLUFS, ANDREW BEHRENDT, NATHAN CHIRBAN, STEVE JACKSON, AARON PACE, WILLIAM HAHN, TOM MC NEVEN, KEVIN GREVEN, DAVID SHELBY, TINA BALCH AND MICHEAL DICKENS

PLEDGE OF ALLEGIANCE
Councilman Balch

I. **PUBLIC HEARINGS** - None

II. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** –

- A. New Animal Shelter Update: City Administrator Keith Riesberg
- B. Preliminary presentation of concept plans for the natatorium – Cordogan Clark.

III. **OLD BUSINESS** –

- A. **Ordinance** pertaining to the sale and possession of Kratom, 7-OH, Delta-8, and Delta-9. (Police Chief Sean Fagan) **Final Reading**
- B. **Ordinance** to enter into agreement with Sak Construction for Project 610 – 2026 Sanitary Sewer CIPP Repairs. (PW Director Darin Pryor) **Final Reading**

IV. **NEW BUSINESS** –

- A. **Resolution** approving a budget adjustment for FY 26 and appropriating funds (City Administrator Keith Riesberg)
- B. **Resolution** approving a Memorandum of Understanding with the Rolla Community Development Corporation (City Administrator Keith Riesberg)
- C. **Ordinance** to establish a stop-controlled intersection in the Highlands Development. (PW Director Darin Pryor) **First Reading**
- D. **Ordinance** establishing No parking areas for the Highlands Development (PW Director Darin Pryor) **First Reading**

V. **CLAIMS and/or FISCAL TRANSACTIONS** –

- A. **Motion to award and ordinance** to Pierce Asphalt, LLC for Project 609 – 2026 Asphalt Phase II. (PW Director Darin Pryor) **Motion to award and First Reading**

March 16th, 2026

VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

VIII. **COMMENTS FOR THE GOOD OF THE ORDER**

- A. Next City Council meeting, Monday, April 6th, 2026.
- B. Municipal Election Day, Tuesday, April 7th, 2026.

XI. **CLOSED SESSION - Closed Session per RSMo 610.021 – None**

XII. **ADJOURNMENT -**



CITY COUNCIL AGENDA

DEPARTMENT: Police

ACTION REQUESTED: Final Reading

SUBJECT: Kratom Ordinance

PREPARED BY: Chief Sean Fagan

ATTACHMENTS: Ordinance

(CASE/PROJECT #)

MEETING DATE: March 16, 2026

Overview: Ordinance pertaining to the sale and possession of Kratom, 7-OH, Delta-8 and Delta-9.

Background information: This ordinance amends Chapter 19 of the City Code to prohibit the sale and possession of **7-hydroxymitragynine (7-OH), and to limit the sale and possession of Kratom, and certain hemp-derived products (Delta-8 and Delta-9) to anyone under the age of 21** within the City of Rolla. These products present public health and safety concerns due to their addictive and opioid-like effects, lack of FDA regulation, and unreliable product labeling making it impossible for consumers to know what they are ingesting or in what amount. The ordinance establishes clear definitions, bans both sale and possession of the listed substances, and creates an enforcement framework that holds both businesses and individuals accountable. Businesses face graduated administrative penalties up to and including license revocation, while individuals involved in prohibited sales or possession may be charged with an ordinance violation. The purpose of the ordinance is to protect the health, safety, and welfare of the community through clear, enforceable standards.

Sale and possession of the 7-OH will be unlawful within the Rolla City limits. Sale and possession of Kratom, as well as certain Hemp related products (Delta-8 and Delta-9), will be limited to those 21 years of age and older. Kratom, Delta-8 and Delta-9 may only be displayed behind the counter, out of reach of the general public.

As products evolve, Staff will continue to monitor emerging substances/ingredients and address any necessary ordinance amendments.

Fiscal considerations: N/A

Recommendation:

Final reading/adoption of ordinance amended in accordance with Council requests.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ROLLA, MISSOURI, AMENDING CHAPTER 19 OF THE CITY CODE BY ADDING A NEW ARTICLE REGULATING THE SALE AND POSSESSION OF KRATOM, 7-HYDROXYMITRAGYNINE (7-OH), AND CERTAIN HEMP-DERIVED PRODUCTS.

WHEREAS, According to the Mayo Clinic, Kratom is an extract from the leaves of the tree known as *Mitragyna speciosa*, which grows in Southeast Asia.¹ Although many products sold are described as kratom, the Food and Drug Administration believes that they are more likely a synthetic copy of the active ingredient in kratom, known as 7-hydroxymitragynine (7-OH);² and

WHEREAS, Although Kratom is often sold as an additive in various products in the United States, its effects, and importantly, its side effects, have not been well studied; and

WHEREAS, In small doses, Kratom acts as a stimulant, but in larger doses, Kratom can act as a sedative, even as a psychotropic drug. Critically, 7-OH produces respiratory depression, physical dependence, and withdrawal symptoms characteristic of classical opioids, such as morphine, fentanyl, oxycodone, and hydrocodone. It is highly addictive and can have withdrawal symptoms similar to opioids;³ and

WHEREAS, Kratom is not listed as a scheduled drug by the Drug Enforcement Agency, therefore it is not illegal to possess in the United States; and

WHEREAS, Kratom is also not regulated by the Food and Drug Administration. As a result there is no regulation guaranteeing that the amount of kratom, or 7-OH, shown on the package is real.⁴ A recent

¹ <https://www.mayoclinic.org/diseases-conditions/prescription-drug-abuse/in-depth/kratom/art-20402171>

² Reissig, Chad et al, 7-Hydroxymitragynine (7-OH): An Assessment of the Scientific Data and Toxicological Concerns Around an Emerging Opioid Threat FDA (<https://www.fda.gov/media/187899/download?attachment>).

³ Reissig

⁴ Lydecker AG, Sharma A, McCurdy CR, Avery BA, Babu KM, Boyer EW. Suspected Adulteration of Commercial Kratom Products with 7-Hydroxymitragynine. *J Med Toxicol.* 2016 Dec;12(4):341-349. doi: 10.1007/s13181-016-0588-y. Epub 2016 Oct 17. PMID: 27752985; PMCID: PMC5135684.

study showed that supposed kratom products often contained artificially elevated concentrations of 7-OH; and

WHEREAS, according to the FDA, there is no safe dosage of the 7-OH; and

WHEREAS, the City Council is empowered by law to enact ordinances to protect the health and safety of the citizens of Rolla; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

SECTION ONE. The City Code of the City of Rolla, Missouri, Chapter 19, is hereby amended by adding one new Article, to read as follows:

CHAPTER 19 HEALTH AND SANITATION

ARTICLE IV PROHIBITION AND OR SALE TO ANYONE UNDER THE AGE OF 21 OF CERTAIN SUBSTANCES

Sec. 19-23 Definitions

- A. **Kratom** means any portion of the tree known as *Mitragyna speciosa*, or any extract from that species.
- B. **7-OH** means the alkaloid scientifically known as 7-hydroxymitragynine.
- C. **Business** means any person, corporation, partnership, limited liability company, or other legal entity engaged in the sale or distribution of products to the public.
- D. **Delta-8 tetrahydrocannabinol (Delta-8 THC)** means delta-8 tetrahydrocannabinol derived from hemp, as that term is defined under applicable state or federal law.
- E. **Delta-9 tetrahydrocannabinol (Delta-9 THC)** means delta-9 tetrahydrocannabinol, including any isomer thereof, as regulated under applicable state or federal law.

Sec. 19-24 Legislative Findings

- A. The City Council is authorized by statutes to enact ordinances to protect the health, safety, and welfare of the public. This ordinance is enacted under that authority. The Council further finds that kratom synthetic substitute 7-OH constitutes a danger to public health and safety in that they are addictive and can cause effects similar to opioids if used other than in small doses. Since they are unregulated, it is impossible for the consumer to know what dosage he or she is taking or whether it is actually kratom or 7-OH.

B. As a result, these products, as they are currently sold, cannot be safely used.

Sec. 19-25 Kratom and 7-OH prohibited

A. No person or business shall sell or offer for sale any product that contains, or purports to contain, any amount of the kratom product 7-OH.

B. No person shall possess any product that contains, or purports to contain, any amount of the kratom product 7-OH.

Sec. 19-26 Sale of Products Containing Delta 8 or Delta 9

No person shall sell, offer for sale, any product containing or purporting to contain, Natural Kratom, Delta 8 or Delta 9 to anyone under the age of 21, and Further, any product containing Kratom, Delta 8 or Delta 9 shall be only displayed or stored behind the counter, out of the reach of the general public.

Sec. 19-27 Penalties and enforcement

A. Business administrative penalties

Any business that violates Sections 19-25 or 19-26 of this Article shall be subject to the following graduated administrative penalties:

1. First offense: Suspension of the business license for not less than thirty (30) days.
2. Second offense within twenty-four (24) months: Suspension of the business license for not less than sixty (60) days.
3. Third or subsequent offense within twenty-four (24) months: Revocation of the business license.

The City Administrator is authorized to impose such penalties. Any business aggrieved by such decision may appeal pursuant to applicable City procedures, and the business license shall remain valid pending the outcome of the appeal.

B. Individual criminal liability

Any owner, officer, manager, employee, or agent of a business who sells, offers for sale, authorizes the sale of, or knowingly permits the sale of any product in violation of Sections 19-25 or 19-26 shall be guilty of an ordinance violation.

Any individual convicted under this subsection shall be punishable by a fine not exceeding five hundred dollars (\$500.00), imprisonment not exceeding ninety (90) days, or both.

C. Separate and independent violations.

The imposition of an administrative penalty against a business shall not preclude, stay, or otherwise affect the prosecution of any individual under subsection (b), nor shall the prosecution of an individual preclude the imposition of administrative penalties against a business.

Each sale, offer for sale, or act of possession in violation of this Article shall constitute a separate offense.

SECTION TWO. This ordinance shall be in full force and effect thirty days after its passage and approval subject to the provisions herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th DAY OF MARCH, 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

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PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th DAY OF MARCH, 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance

SUBJECT: Project 610 – 2026 Sanitary Sewer CIPP Repairs

PREPARED BY: Darin Pryor

ATTACHMENTS: Contract

(CASE/PROJECT #) 610

MEETING DATE: March 16, 2026

Overview: City staff received bids for the 2026 Sanitary Sewer CIPP Repair project. The bids were as follows:

Ace Pipe Cleaning, Inc. \$ 462,390.00
6601 Universal Avenue
Kansas City, MO 64120

Municipal Pipe Tool Company LLC \$ 345,311.00
515 5th Street
Hudson, IA 50643

Insituform Technologies USA, LLC \$ 391,959.65
580 Goddard Avenue
Chesterfield, MO 63005

Inliner Solutions, LLC \$ 452,330.00
4520 N State Road 37
Orleans, IN 47452

SAK Construction, LLC \$ 313,281.00
864 Hoff Road
O’Fallon, MO 63366

This bid is for sewer main repair by cured-in-place lining of approximately 1.3 miles of City public sewer mains.

Background information: The work included in this project is annual sewer main maintenance scheduled for FY26. Mains in this project are located near: 4th Street, 8th Street, 13th Street, Black Street, Broadway Street, Cedar Hill Court, Forum Drive, Fraternity Drive, Gene Drive, Green Acres Drive, Highway 72, Hutchinson Drive, Maple Street, Maxwell Street, Pine Street, Salem Avenue, Skyline Drive, Soest Road, Southview Drive, Sycamore Drive, Tower Road, & Vichy Road.

Fiscal considerations: The adopted FY 26 budget appropriated \$540,000 for Sewer Maintenance & Improvements – (Sewer) Materials.

Recommendation:

Staff is requesting a final reading of the ordinance authorizing the Mayor to enter into the contract with SAK Construction, LLC, for \$313,281.00.

Sewer Statistics:

Total miles of sewer – 138.6 miles

PVC – 72.63 miles

Clay – 45.46 miles

CIPP Lined – 15.63 miles

Other – 4.88 miles

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT FOR PROJECT 610 BETWEEN THE CITY OF ROLLA, MISSOURI, AND SAK CONSTRUCTION, LLC.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla an agreement for project 610 between the City of Rolla and SAK Construction, LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 16TH DAY OF MARCH 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT "A"

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and SAK Construction, LLC Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the construction of " This proposal is submitted for the Project entitled **"2026 Sanitary Sewer CIPP Repairs, Project 610"**, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **"2026 Sanitary Sewer CIPP Repairs, Project 610"**.

It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

- a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
- b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.
- c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto

attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$ 313,281.00 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall commence work **when issued by City Engineer** when Notice to Proceed is issued and complete said work by **August 1, 2026**.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$500.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner,

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the corporate seal of said municipal corporation and that said instrument is the corporate seal of said municipal corporation and that said instrument was signed under authority of the City Council of the City of Rolla, Missouri; and the said _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

My Commission Expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that (s)he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors; and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: _____

Notary Public



CITY COUNCIL AGENDA

DEPARTMENT: Administration

ACTION REQUESTED: Approve budget adjustment

SUBJECT: Budget adjustment for operation of the Centre

PREPARED BY: Keith Riesberg, City Administrator

ATTACHMENTS: Resolution approving budget adjustment and appropriation of funds

(CASE/PROJECT #)

MEETING DATE: March 16, 2026

Overview: The adopted FY 26 budget appropriated funds that anticipated the operation of the Centre through April 30, 2026 as it was anticipated a ballot question was going to be placed on the April ballot. To ensure the Centre and the natatorium can continue to operate through the remainder of this fiscal year, it is recommended to appropriate \$250,000 to cover the facility's operational expenses. These funds will come from the General Fund's reserve fund. Absent any catastrophic failure of systems, the appropriation will enable the facility to operate through the end of FY 26. During this period the City Council and the community will need to make decisions about the Centre, the reimagined natatorium space and the funding of this community facility.

Background information: When the City prepared and adopted the FY 26 budget, it appropriated funding for the operation of the Centre through April 30, 2026. At the time it was anticipated that a ballot question for future Centre funding would appear on the April ballot. Since then, the City Council has decided to postpone the ballot question to a later date, requiring additional funds to be appropriated for the operation of the Centre. Staff is recommending \$250,000 of funds be appropriated from the City's General Fund reserves. This appropriation will enable operations to continue through the end of the fiscal year (Sept. 30, 2026).

As discussed with the City Council at previous meetings, there are fixed expenses associated with the Centre as well as operational expenses that will be incurred regardless of whether the natatorium space is operating or not. Because the City is only one month into the partnership with Phelps Health for the operation of the Centre, projections were developed to enable the continued operation of the natatorium space. If the City discontinues the operation of the natatorium space, the expenses associated with the Centre will still require a \$175,000 budget adjustment and appropriation.

Fiscal considerations: The appropriation of \$250,000 from the City's General Fund reserves will enable the Centre to operate through the end of the fiscal year. These use of these funds will reduce the General Fund reserves but do not adversely position the City of Rolla's reserves and our ability to respond to major issues.

Recommendation: Staff recommends approving the resolution approving the budget adjustment and appropriation of funds as presented.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025, AND APPROPRIATING FUNDS PURSUANT THERETO.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: The budget adjustments for the City of Rolla, Missouri, for the fiscal year beginning October 1, 2025, a copy of which is attached hereto as Exhibit A, is hereby adopted.

Section 2: Funds are hereby appropriated for the objects and purposes of expenditure set forth in said resolution.

Section 3: This resolution shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16TH DAY OF MARCH 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

**CITY OF ROLLA
MID YEAR BUDGET ADJUSTMENTS
COMBINED DEPARTMENTS**

<u>DEPARTMENT</u>	<u>ACCOUNT TITLE</u>	<u>ACCOUNT NUMBER</u>	<u>APPROVED BUDGET</u>	<u>ADJUSTMENT</u>	<u>PROPOSED BUDGET</u>	<u>JUSTIFICATION</u>
GENERAL FUND						
General Fund	Contrib to/From Rec Ctr	01-4-000-47-800	\$ 400,000	\$ 250,000	\$ 650,000	Centre Operations
GENERAL FUND REVENUES TOTAL			\$ 400,000	\$ 250,000	\$ 650,000	
RECREATION FUND						
Recreation	Operating Transfer - General Fund	08-4-000-47-400	\$ -	\$ 250,000	\$ 250,000	Centre Operations
RECREATION FUND REVENUE TOTAL			\$ -	\$ 250,000	\$ 250,000	



CITY COUNCIL AGENDA

DEPARTMENT: Administration

ACTION REQUESTED: Approve MOU

SUBJECT: Approve MOU for vacation of ROW

PREPARED BY: Keith Riesberg, City Administrator

ATTACHMENTS: Resolution approving MOU outlining City's intent

(CASE/PROJECT #)

MEETING DATE: March 16, 2026

Overview: The Rolla Community Development Corporation (RCDC) owns property in the Rolla Industrial Park West that has the potential to be incorporated into a development proposal that would bring jobs and new investment to the Rolla community. For the RCDC parcel to be incorporated into the development proposal, the City is being asked to vacate the rights-of-way (ROW) that were platted across the parcel. Entering into the Memorandum of Understanding (MOU) with the RCDC is to convey the City's intent to vacate the ROWs and remnant property within the RCDC parcel. This will enable the development proposal to incorporate the RCDC property into their future development plans. The actual vacation of the ROW and the acceptance of required utility and access easements will be approved at a later date once a formal application and plats are submitted to the City.

Background information: The RCDC owns property in the Rolla Industrial Park West that may be incorporated into a development proposal. The RCDC, to accommodate the development proposal which will bring jobs and new investment to the Rolla community, has submitted a MOU for the City to vacate the platted ROW across this property. The City's approval of the MOU will communicate to the development the City's intent to vacate the ROWs and accept the associated utility easements.

The ROW to be vacated was to provide access to utilities that exist in the area and to provide access to adjoining properties. With the vacation of this ROW, the City will receive the access easements and utility easements necessary to continue providing utility services in this area. The properties that were served by the vacated ROW are City owned properties that can receive access through other ROWs. Vacating the ROWs prevents public access to the RCDC parcel, which will enable it to be incorporated into a larger development proposal.

The City is being asked to enter into a non-binding MOU to signal its intent to vacate the ROWs. The actual vacation of the ROWs and acceptance of utility and access easements will be done in the future after a formal application has been submitted to the City. The process for vacating ROW as outlined in City Code will be followed and a new plat for the area in question will be approved.

Fiscal considerations: The vacation of the ROW will have no fiscal impact to the City as any required access and utility easements will be received at that time. Taking this action allows a potential development project to move forward, which will have positive economic impact to the City and underlying taxing districts.

Recommendation: Staff recommends approving the resolution authorizing the MOU as presented.

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLA,
MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH THE ROLLA COMMUNITY DEVELOPMENT CORPORATION
PERTAINING TO CERTAIN LAND ON INDUSTRIAL PARK DRIVE.**

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROLLA,
MISSOURI, AS FOLLOWS:

Section 1: The Mayor is hereby authorized to execute a non-binding agreement with the Rolla Community Development Corporation providing for the disposition of certain city property and right-of-way on Industrial Park Drive for the purpose of Economic Development, the terms of which shall be substantially similar to the attached Exhibit A.

Section 2: That this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, THIS 16TH DAY OF
MARCH, 2026

APPROVED:

Mayor

ATTEST

City Clerk

Approved as to Form:

City Counselor

NON-BINDING MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is made, entered into, and effective as of the date of the last to sign below by and between **ROLLA COMMUNITY DEVELOPMENT CORPORATION (“RCDC”)**, a Missouri non-profit corporation, and the **CITY OF ROLLA**, a Missouri city of the third class (the “City”). (RCDC and the City are sometimes individually referred to as “Party” and collectively as the “Parties”.) **It is expressly understood and agreed that this Memorandum is not binding upon the City and RCDC until such time as the matters herein described are submitted through the formal procedures outlined in the Rolla City Code and approved by ordinance approved by the Rolla City Council.**

RECITALS:

A. RCDC is the owner of all of Lot 11, a portion of Lot 9 being in the southeast corner thereof (with the City owning the remainder of said Lot), and a substantial portion of Lot 10 (with the City owning a parcel in the northeast corner thereof for which it has no use), all in Rolla Industrial Park West, a platted subdivision within the City (“RIPW”).

B. Along the north side of said Lot 11 of RIPW is a partial length of a platted City street that has never been developed or used and is not now being used as a City street.

C. Running more or less diagonally through said Lot 10 of RIPW from its southeast corner to its northwest corner is a gravel road (which may or may not be subject to a formal ingress/egress easement) which provides the City with access from Old St. James Road to a power substation located upon Lot 9 of said subdivision (“Substation”).

D. Running more or less diagonally through Lots 1 and 2 of Rolla Park West, a platted subdivision within the City (“RIP”), is a partial length of a platted City street known as Industrial Park Drive now used exclusively by the current owner of said Lots and by the City, the latter using said street, in part, for access to the Substation from Old St. James Road.

E. RCDC is in negotiations with a third party (the “Developer”) who is interested in acquiring and/or developing the aforesaid Lots in both RIP and RIPW (excluding that portion of Lot 9 of RIPW now owned by the City) for use as a manufacturing plant that will bring new jobs and job opportunities to the Rolla area and otherwise contribute to the local economy.

F. The Developer’s preliminary plans require that the City street portions described above be vacated.

G. In connection with its negotiations with RCDC, the Developer has requested from the City preliminary assurances that the City has no objections to such City street vacations, with the understanding that the City will retain a permanent, non-exclusive easement across said Lots that meets the City’s minimum standards giving it permanent access to the Substation and other utilities in the area of the RIPW and RIP.

In Consideration, of the above including the specific mutual undertakings set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree in principle as follows:

1. By this Memorandum, the City expresses its support for the City street vacations described above, and that it has no administrative or engineering objections to such vacations, subject to the further provisions of this Memorandum.

2. RCDC understands and agrees that formal vacation of City streets is governed by Section 42-138 of the Rolla City Code, that the requirements and procedures thereof must be adhered to, that application must be made to the City for formal approval of the street vacations, and that any such approval must ultimately come from the Rolla City Council by ordinance.

3. The proposed City street vacations described herein constitute only a partial vacation of the streets described and that the portions of said City streets to be vacated lie wholly within RIPW and RIP.

4. The City confirms and agrees that it has no current need or use of that portion of Lot 10 in RIPW now owned by it, that no future need of use of such land is anticipated, and that, subject to City Council review

and approval, it will recommend that its portion of said Lot be conveyed by the City to RCDC or the Developer as RCDC’s successor; subject to applicable Rolla City Code procedures for conveyance of City-owned property and Council ordinance authorization.

5. The vacation of streets as herein contemplated and described is conditioned upon the City simultaneously being conveyed a permanent, non-exclusive ingress/egress easement giving it access from Old St. James Road to the Substation and other utilities, which easement shall be located coincident to the street to be vacated in RIP and the gravel drive/easement to be vacated in RIPW (“Access Easement”).

6. The Access Easement shall be granted by separate easement deed recorded with the Phelps County Recorder of Deeds, in form and substance acceptable to the City, and shall meet minimum City standards for ingress/egress easements (including width, surface if needed, and utility accommodations).

7. The Developer hereafter may, at its survey and construction expense, relocate the Access Easement to an alternate location that meets both the Developer’s needs and the City’s access requirements.

8. The Access Easement shall be gated at the south side of Lot 1 of RIP with both the City and the Developer having separate locks (so that the Developer may close the site during non-business hours, and the City may access the Substation at all hours.

9. The Access Easement shall be gated at the west side of Lot 10 of RIPW will be kept locked by the City and shall remain closed and locked except as need by the City for access to the Substation or other utilities.

10. Except for relocation expenses associated with Section 6 hereof, neither the Developer nor the owner of land with RIPW and RIP shall have any duty to maintain the Access Easement.

11. In the event the City later acquires permanent and constructed access to said Lot 9 of RIPW from the west side thereof, it shall abandon the Access Easement described herein. This implies no obligation upon the City to develop such alternative access.

12. Nothing herein shall be construed as changing, modifying, or otherwise affecting utility and other express easements now of record and located upon the Lots in RIPW and RIP herein mentioned.

13. The Parties confirm and agree that electronically scanned signatures and electronically distributed and stored versions of this Memorandum shall have the same validity, force, and effect as an original, shall be deemed to be an original record, and shall be admissible in evidence in all courts and administrative agencies for all purposes. This Memorandum may be signed by counterparts.

14. The purpose of this Memorandum is to inform the Developer that City administration, its Public Works and Community Development Departments, have no administrative, engineering, or technical objections to the proposed street vacations and land conveyance described. RCDC acknowledges and confirms that nothing stated in this Memorandum shall be binding upon or enforceable against the City until the processes and procedures required by the Rolla City Code for the actions herein contemplated are complied with and the Rolla City Council by ordinance approves of the same.

<p>Dated: March __, 2026. ROLLA COMMUNITY DEVELOPMENT CORPORATION</p> <p>By: _____ MATTHEW Z. WILLIAMS, President</p>	<p>Dated: March __, 2026. CITY OF ROLLA</p> <p>By: _____ KEITH RIESBERG, City Administrator</p>
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CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance 1st Reading

SUBJECT: Stop intersections for the Highlands Development

PREPARED BY: Darin Pryor

ATTACHMENTS: Ordinance, Map

(CASE/PROJECT #)

MEETING DATE: March 2nd, 2026

Overview: Traffic control for the new roads in the Highlands Development needs established by ordinance. A map is included in the packet depicting where the new stop intersection would be located.

Background information: Council approved the ordinance to establish the Planned Unit Development in the Highlands in August of 2024. Community Development staff began issuing temporary occupancy permits for some of the developed lots the week of 2-23-26.

Fiscal considerations: \$1050 in signs and posts.

Recommendation: Staff is requesting the first reading of an ordinance establishing the stop controlled intersections in the Highlands Development.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 27-89 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY, PERTAINING TO STOP INTERSECTIONS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AS FOLLOWS:

Section 1: That Section 27-89, Stop intersections - Enumerated generally, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City is hereby amended by adding the following in alphabetical order:

Sec. 27-89. Stop intersections - Enumerated generally.

The driver of a vehicle shall cause his vehicle to come to a full and complete stop before entering the intersections named below, and he shall then proceed cautiously, yielding the right of way to any pedestrian within any crosswalk adjacent to the intersection and to any vehicle either in the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard. At those intersections labeled "Yield," the driver of a vehicle shall yield the right of way to any vehicle in either the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard.

Clover Lane, at Osage Drive

Castle Hill Drive, at Clover Lane and Heatherfield Drive

Hillside Court, at Heatherfield Drive

Heatherfield Drive, at Highway 72

Longview Lane, at Heatherfield Drive

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Ordinance No. _____
Page 2 of 2

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 16TH DAY OF MARCH, 2026.

APPROVED:

MAYOR

ATTEST:

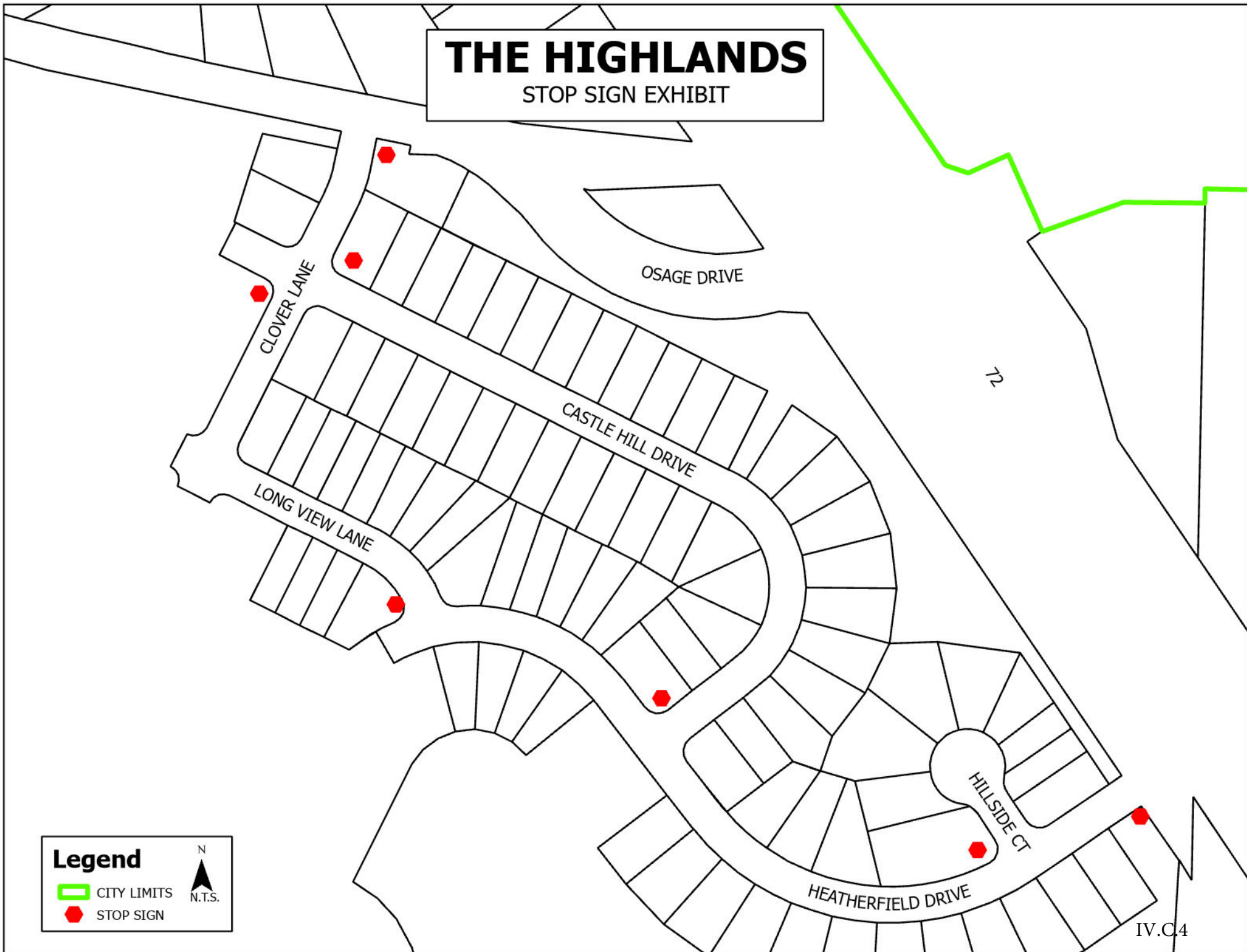
CITY CLERK

APPROVED AS TO FORM:



CITY COUNSELOR

THE HIGHLANDS

STOP SIGN EXHIBIT



Legend

-  CITY LIMITS
-  STOP SIGN





CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance 1st Reading

SUBJECT: No Parking for the Highlands Development

PREPARED BY: Darin Pryor

ATTACHMENTS: Ordinance, Map

(CASE/PROJECT #)

MEETING DATE: March 2nd, 2026

Overview: No Parking areas for the new roads in the Highlands Development needs established by ordinance. A map is included in the packet depicting where the new No Parking areas would be established.

Background information: Council approved the ordinance to establish the Planned Unit Development in the Highlands in August of 2024. Community Development staff began issuing temporary occupancy permits for some of the developed lots the week of 2-23-26.

Fiscal considerations: None

Recommendation: Staff is requesting the first reading of an ordinance establishing the No Parking areas in the Highlands Development.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY RELATING TO PARKING.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AS FOLLOWS:

Section 1: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by adding the following in alphabetical order:

Sec. 27-92 Parking Prohibited – On certain streets or parts of streets.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this section.

Clover Lane, on the East side, from Osage Drive to Longview Lane.

Castle Hill Drive, on the South side, from a point two hundred feet West of the intersection of Clover Lane to Heatherfield Drive.

Longview Lane, on the South side, from Clover Lane to Heatherfield Drive.

Heatherfield Drive, on the North side, from a point two hundred feet West of the intersection of Longview Lane to Highway 72.

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th DAY OF OCTOBER, 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

THE HIGHLANDS

NO PARKING EXHIBIT



Legend

-  CITY LIMITS
-  NO PARKING

N
▲
N.T.S.



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Bid Award/Ordinance

SUBJECT: Project 609 – 2026 Asphalt Phase II

PREPARED BY: Darin Pryor

ATTACHMENTS: Contract

(CASE/PROJECT #) 609

MEETING DATE: March 16, 2026

Overview: City staff received bids for the 2026 Asphalt Phase II project. The bids were as follows:

Pierce Asphalt, LLC \$ 872,350.30
PO Box 696
Rolla, MO 65402

Capital Paving & Construction, LLC \$ 967,283.40
130 Scott Station Road
Jefferson City, MO 65109

NB West Contracting Company \$ 894,683.00
18637 US Highway 66
Pacific, MO 63069

This bid is for milling and overlaying the asphalt pavement of approximately 3.5 miles of various city streets.

Background information: The work included in this project is Phase II of the asphalt street maintenance scheduled for FY26. Streets in this phase include: 10th Street, Britt Lane, Casey Lane, Condo Drive, Ella Court, Fairgrounds Road, Kadison Court, Lanning Lane, Little Oaks Road, Rolla Street, Sycamore Drive, Timber Creek Road, & White Columns Drive.

Fiscal considerations: The adopted FY 26 budget appropriated \$1,000,000 of \$2.5M for this project under Capital Expenditures - Asphalt. Phase I encumbered \$810,300.

Recommendation: Staff is requesting a motion to award the bid to Pierce Asphalt, LLC, and the first reading of the ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt, LLC for \$872,350.30.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND PIERCE ASPHALT, LLC.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla and Pierce Asphalt, LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6TH DAY OF APRIL 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and
Pierce Asphalt, LLC Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **FY 2026 Asphalt Phase II, PROJECT 609**, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said

Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **FY 2026 Asphalt Phase II, PROJECT 609**.

It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

- a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
- b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.
- c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$ 872,350.30 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$500.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that he is the Mayor of
the City of Rolla, Missouri, a municipal corporation, and the seal affixed to said
instrument is the corporate seal of said municipal corporation and that said instrument is
the corporate seal of said municipal corporation and that said instrument was signed
under authority of the City Council of
of the City of Rolla, Missouri; and the said _____ Acknowledged
said instrument to be the free act and deed of said municipal corporation.

My commission expires: _____

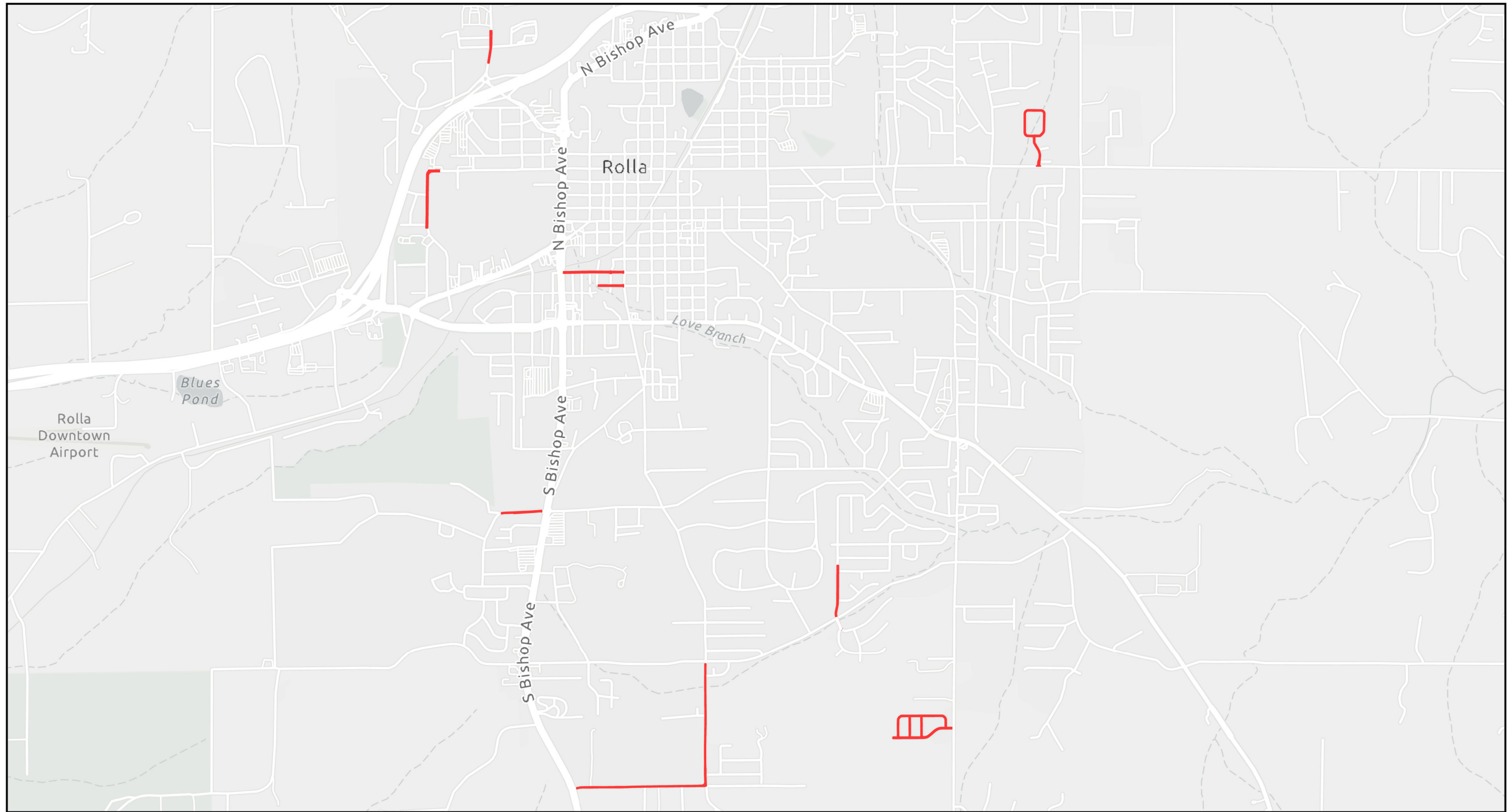
Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that (s)he is the _____
of _____
and that the seal affixed to said instrument is the corporate seal of said corporation by
authority
of its board of directors; and the said _____ acknowledged said
instrument to be the free act and deed of said corporation.

My commission expires: _____

Notary Public



PHASE II 2026

Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2026

